

BADIAK & WILL, LLP  
Attorneys for Plaintiffs  
106 Third Street  
Mineola, New York 11501-4404  
(516) 877-2225  
Our Ref.: 06-P-017-RB

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
THE TRAVELERS as subrogee of DORSON  
INC., and EDDIE BAUER, INC.; THE HARTFORD  
INSURANCE CO., as subrogee of CROSS ISLAND  
TRADING CO., INC.; GREAT AMERICAN  
INSURANCE CO., as subrogee of DO IT BEST CORP.;  
and FIREMAN'S FUND INSURANCE COMPANY as  
subrogee of TRINITY GLASS INTERNATIONAL, INC.,

07 CV 3104 (RPP)

Plaintiffs,

**AMENDED  
COMPLAINT**

-against-

M/V "EASLINE TIANJIN", her engines, boilers, etc.,

-and-

KAWASAKI KISEN KAISHA, LTD., YANG MING  
MARINE TRANSPORT, LTD., PHOENIX  
INTERNATIONAL FREIGHT SERVICES, LTD.,  
LAUFER FREIGHT LINES, LTD., APL LOGISTICS,  
and HYUNDAI MERCHANT MARINE, LTD.,

Defendants.

-----X  
Plaintiffs, THE TRAVELERS as subrogee of DORSON INC., and EDDIE  
BAUER, INC., THE HARTFORD INSURANCE CO., as subrogee of CROSS ISLAND  
TRADING CO., INC., GREAT AMERICAN INSURANCE CO., as subrogee of DO IT  
BEST CORP., and FIREMAN'S FUND INSURANCE COMPANY as subrogee of

TRINITY GLASS INTERNATIONAL, INC., by their attorneys BADIAK & WILL, LLP, complain of the defendants, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of 28 USC § 1333 and Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times hereinafter mentioned, Plaintiffs, as more fully identified in Schedule A annexed hereto and a part hereof, were and now are individual, or corporations, or other business entities, duly organized and existing under and by virtue of the laws of one of the States of the United States or a foreign country, with offices and places of business set forth in the attached Schedule A.

3. The Plaintiffs were the owners, shippers, consignees and/or notify parties of various shipments of cargo loaded in good order and condition on board the M/V "EASLINE TIANJIN" and carried thereon at the time of the incident hereinafter described, or are the lawful owners or holders of negotiable Bills of Lading covering the various shipments of cargo so laden with a right of recovery for damages sustained to said cargoes, or are underwriters who issued policies of insurance covering losses or damages sustained to various shipments of cargo and by reason of their payments made or to be made are or will be subrogated to the rights of their assureds, all as set forth in more detail in the annexed Schedule C. Each Plaintiff brings this action on its own behalf and /or as agent and trustee on behalf of all parties who may be or may become interested in said cargo, as their respective interests may appear and make claim as set forth herein.

4. At and during all the times hereinafter mentioned, defendants were and now are corporations duly organized and existing under and by virtue of the laws of one

of the States of the United States or a foreign nation with offices and places of business as set forth in Schedule B.

5. On or about July 8, 2006, Plaintiffs' cargoes on board the M/V "EASLINE TIANJIN" were severely damaged or lost or incurred and/or became liable for various expenses including general average and salvage assessments.

6. The losses sustained by cargo claimants were not caused or contributed to by any fault of the Plaintiffs herein, but were caused and contributed to solely by the fault on the part of the defendants, their agents, servants and employees.

7. Plaintiffs have duly performed all duties and obligations on their part to be performed.

8. Defendants received and agreed for certain consideration to transport Plaintiffs' cargoes identified in Schedule C from the ports of loading and/or inland points of origin to specified ports of discharge and/or inland destinations.

9. Upon information and belief, defendants breached their duties to provide a seaworthy vessel in all respects at the commencement of the voyage, all of which caused or contributed to the aforementioned losses.

10. As a result of the premises, the defendants failed to redeliver the Plaintiffs' cargoes in the same good order and condition as received by them at the various ports of loading and/or inland points of origin, resulting in damages to the Plaintiffs.

11. Additionally, as a result of the premises, the Plaintiffs' cargoes became subject to further expenses and damages assessed for salvage and general average expenditures to save the venture from further loss or damage.

12. By reason of the premises, the defendants breached, failed, and violated their duties and obligations as common carriers and bailees of cargo and were otherwise at fault.

13. By reason of the premises, the Plaintiffs sustained damages as set forth in Schedule C, as nearly as can now be determined, in the amount of \$510,000.00, no part of which has been paid although duly demanded, as well as expenses and damages assessed against said cargoes for salvage and general average.

**WHEREFORE**, Plaintiffs pray:

1. That process in due form of law according to the practice of this Court may issue against defendants.

2. That if defendants cannot be found within this District, that all of their property within this District, as shall be described in an affidavit, be attached in the sum set forth in this Complaint, with interest and costs.

3. That a decree may be entered in favor of Plaintiffs against defendants for the amount of Plaintiffs' damages, together with interest and costs.

4. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessels.

5. Plaintiffs further pray for such other, further and different relief as this Court may deem just and proper in the premises.

DATED: Mineola, New York  
May 7, 2007

Yours, etc.,

BADIAK & WILL, LLP  
Attorneys for Plaintiffs  
106 Third Street  
Mineola, New York 11501-4404  
(516) 877-2225  
Our Ref.: 06-P-017-RB

By: \_\_\_\_\_

  
ROMAN BADIAK (RB-1130)

**SCHEDULE A – PLAINTIFFS**

Plaintiff, THE TRAVELERS, was and still is a stock insurance company, authorized to do business in the State of New York, with an office and place of business located at 100 Baylis Road, Melville, New York 11747.

Plaintiff, HARTFORD FIRE INSURANCE CO., was and still is a stock insurance company, authorized to do business in the State of New York, with an office and place of business located at 2 Park Avenue, New York, New York.

Plaintiff, GREAT AMERICAN INSURANCE CO., was and still is a stock insurance company, authorized to do business in the State of New York, with an office and place of business located at 65 Broadway, New York, New York 10006.

Plaintiff, DORSON SPORTS, INC., was and still is a corporation duly organized and existing under and by virtue of the laws of one of the states of the United States of America with an office and place of business located at 2120 Smithtown Avenue, Ronkonkoma, New York 11779.

Plaintiff, EDDIE BAUER, INC., was and still is a corporation duly organized and existing under and by virtue of the laws of one of the states of the United States of America with an office and place of business located at 15010 N.W. 36<sup>th</sup> Street, Redmond, Washington 98052.

Plaintiff, CROSS ISLAND TRADING CO., INC., was and still is a corporation duly organized and existing under and by virtue of the laws of one of the states of the United States of America with an office and place of business located at 399 Knollwood Road, White Plains, New York 10603.

Plaintiff, DO IT BEST CORP., was and still is a corporation duly organized and existing under and by virtue of the laws of one of the states of the United States of America with an office and place of business located at 6502 Nelson Road, Fort Wayne, Indiana 46803.

Plaintiff, FIREMAN'S FUND INSURANCE COMPANY, was and still is a stock insurance company, authorized to do business in the State of New York, with an office and place of business located at 1 Chase Manhattan Plaza, New York 10005.

Plaintiff, TRINITY GLASS INTERNATIONAL, INC., was and still is a corporation duly organized and existing under and by virtue of the laws of one of the United States of America with an office and place of business located at 4621 192<sup>nd</sup> St. East, Tacoma, WA 98446.

**SCHEDULE B – DEFENDANTS**

Defendant, KAWASAKI KISEN KAISHA, LTD., was and still is a corporation duly organized and existing under and by virtue of the laws of a foreign nation with an office and place of business located at 8730 Stony Point Parkway, Richmond, VA 23235.

Defendant, YANG MING MARINE TRANSPORT, LTD., was and still is a corporation duly organized and existing under and by virtue of the laws of a foreign nation with an office and place of business located at 525 Washington Blvd., Jersey City, New Jersey 07310.

Defendant, PHOENIX INTERNATIONAL FREIGHT SYSTEMS, LTD., was and still is a corporation duly organized and existing under and by virtue of the laws of one of the states of the United States of America with an office and place of business located at 712 N. Central Avenue, Wood Dale, Illinois 60191.

Defendant, LAUFER FREIGHT LINES, LTD., was and still is a corporation duly organized and existing under and by virtue of the laws of one of the states of the United States of America with an office and place of business located at 20 Vesey Street, New York, New York 10007.

Defendant, APL LOGISTICS, was and still is still is a corporation duly organized and existing under and by virtue of the laws of one of the states of the United States of America with an office and place of business located at 6060 Primacy Parkway, Memphis, Tennessee 38119.

Defendant, HYUNDAI MERCHANT MARINE, LTD., was and still is a corporation duly organized and existing under and by virtue of the laws of a foreign nation with an office and place of business located at 300 Sylvan Avenue, Englewood, New Jersey 07632.

**SCHEDULE C**

CLAIM NUMBER: 06-P-017(A)-RB

CARRIER: YANG MING MARINE TRANSPORT, LTD.  
LAUFER FREIGHT LINES, LTD.

MASTER BILLS OF LADING: YMLUE 235003933 and YMLUE 235003934

HOUSE BILLS OF LADING NOS. TNJ 06070320 and TJN 06070321

CONTAINER NOS.: YMLU4811606 and YMLU4945164

CARGO: 1,320 Cartons Oak Flooring

TYPE OF LOSS: Damage – Total Loss and Non-Delivery

CLAIM AMOUNT: \$56,049.84

CARGO UNDERWRITER: HARTFORD FIRE INSURANCE CO.

ASSURED: CROSS ISLAND TRADING CO., INC.

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CLAIM NUMBER: 06-P-017(B)-RB

CARRIER: KAWASAKI KISEN KAISHA, LTD.

MASTER BILL OF LADING NO.: KKLUTSN 053350

HOUSE BILL OF LADING NO.: HSN 837221

CONTAINER NO.: KLFU 1306804

CARGO: 875 Cartons Nets

TYPE OF LOSS: Non-Delivery

CLAIM AMOUNT: \$38,832.00

CARGO UNDERWRITER: THE TRAVELERS



ASSURED: DORSON SPORTS, INC.

CLAIM NUMBER: 06-P-017(C)-RB

CARRIER: KAWASAKI KISEN KAISHA, LTD.

MASTER BILL OF LADING NO.: KKLUTSN 053348A, B, C & D

CONTAINER NOS.: KKFU 1180034, 1456631 and 1643904

CARGO: 613 Cartons Leather Garments

TYPE OF LOSS: Non-Delivery

CLAIM AMOUNT: \$343,069.51

CARGO UNDERWRITER: THE TRAVELERS

ASSURED: EDDIE BAUER, INC.

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CLAIM NUMBER: 06-P-017(D)-RB

CARRIER: YANG MING MARINE TRANSPORT, LTD.

MASTER BILL OF LADING NO.: YMLUW 235012895

HOUSE BILL OF LADING NO.: SO 6070023 XG

CONTAINER NOS.: MLCU4070967 and YMLU 7631110

CARGO: 2,052 Cartons Caulking Guns

TYPE OF LOSS: Damage

CLAIM AMOUNT: \$37,869.65

CARGO UNDERWRITER: GREAT AMERICAN INSURANCE CO.

ASSURED: DO IT BEST, INC.

**SCHEDULE C**

CLAIM NUMBER:	06-P-017-(E)-RB
CARRIER:	HYUNDAI MERCHANT MARINE, LTD.
MASTER BILL OF LADING NO.:	HDMUXGWB0110357
CONTAINER NO.:	HDMU2999494
CARGO:	61 Steel Glass Panels
TYPE OF LOSS:	Non-Delivery
CLAIM AMOUNT:	\$32,848.19
CARGO UNDERWRITER:	FIREMAN'S FUND INSURANCE CO.

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**AFFIDAVIT OF SERVICE**

STATE OF NEW YORK )  
 )SS.:  
COUNTY OF NASSAU )

**I, Luz M. Webb**, being duly sworn, deposes and says:

I am not a party to the within action, am over 18 years of age and reside c/o Badiak & Will, LLP, 106 3<sup>rd</sup> Street, Mineola, New York 11501-4404. On May 8, 2007, I served the within AMENDED COMPLAINT on:

KAWASAKI KISEN KAISHA, LTD.  
8730 Stony Point Parkway  
Richmond, Virginia 23235

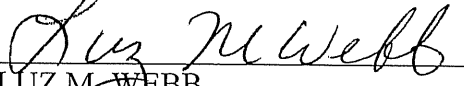
YANG MING MARINE TRANSPORT, LTD.  
525 Washington Blvd.  
Jersey City, New Jersey 07310

PHOENIX INTERNATIONAL FREIGHT SYSTEMS, LTD.  
712 N. Central Avenue  
Wood Dale, Illinois 60191

LAUFER FREIGHT LINES, LTD.  
20 Vesey Street  
New York, New York 10007

APL LOGISTICS  
6060 Primacy Parkway  
Memphis, Tennessee 38119

By depositing a true copy thereof enclosed in a post-paid wrapper in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State.

  
LUZ M. WEBB

Sworn to before me this  
8<sup>th</sup> Day of May, 2007

  
NOTARY PUBLIC

ROMAN BADIAK  
Notary Public, State of New York  
No. 4769729  
Qualified in Nassau County  
Commission Expires May 31, 2010